

1 August 6, 2003, that even though TransUnion told  
2 you they couldn't give you that information,  
3 that you thought TrueLink was going to be able  
4 to tell you about changes to Mr. Perez's report?

5 A. No. I thought they were going to tell  
6 me about changes relating to my husband's Social  
7 Security number.

8 Q. And why did you think that?

9 A. Because they're advertising complete  
10 identity theft protection, and I thought that  
11 meant they were going to be protecting the  
12 Social Security number once I signed up for this  
13 product.

14 Q. Well, Mrs. Millett, wait a minute. As  
15 of August 2003, you had already gone around and  
16 round and round with TransUnion, Experian and  
17 Equifax, right? And all three of them told you  
18 we can't give you any information in Mr. Perez's  
19 report, right?

20 A. No, TransUnion gave me information in  
21 Mr. Perez's report, it's in the letter.

22 Q. Okay. They told you what the accounts  
23 were, but they told you they couldn't give you  
24 the details about the report, right?

25 A. I'm sorry, I don't understand the

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1 Mrs. Millett.

2 A. Uh-huh.

3 Q. It says, "Your credit monitoring  
4 membership includes fraud resolution services."  
5 Do you see that?

6 A. Yes.

7 Q. Did you ever use the fraud resolution  
8 services offered by TrueLink?

9 A. No. Because the TrueLink product has  
10 never notified me of any fraud which I needed to  
11 contact fraud resolution services for.

12 Q. Well, you thought Mr. Millett was a  
13 victim of identity theft on August 6, 2003,  
14 right?

15 A. Well, that's correct, but I didn't  
16 purchase the product to deal with identity theft  
17 that occurred before August 6, 2003. I  
18 purchased the product to monitor for identity  
19 theft in the future, which I was never notified  
20 of, so, therefore, I never accessed the fraud  
21 resolution services.

22 Q. So you never had any need to access the  
23 fraud resolution services; is that right?

24 A. No, that's not a true statement either.  
25 We had a need, we just didn't know we had a

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1 need.

2 Q. Okay, wait a minute. August 6, 2003,  
3 did you think your husband was a victim of  
4 identity theft?

5 A. Of course.

6 Q. Okay. So, why didn't you use it on the  
7 very first day?

8 A. Because their product services their --  
9 this is specifically supposed to be used for  
10 services that are notified for you by their  
11 monitoring service. So, since I don't have --

12 Q. Okay.

13 A. You know, I can't call them up to say,  
14 oh, you need to resolve this account from 2002,  
15 because I wasn't a member in 2002.

16 Q. That's your understanding?

17 A. That's my understanding.

18 Q. Okay. Has your husband been a victim  
19 of identity theft since August 2003?

20 A. Yes.

21 Q. In what way?

22 A. Abundio Perez has obtained additional  
23 activities that are related to credit that have  
24 occurred since August of 2003, yes.

25 Q. Using your husband's SSN?

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1 A. Yes.

2 Q. What activity is that?

3 A. Judgement from Ford Motor Credit for  
4 \$4,000, public records information, criminal  
5 conviction, I believe, recorded against my  
6 husband's Social Security number in California  
7 that was not part of this record.

8 Q. I'm sorry, go ahead.

9 A. The J. C. Penney's account, which was  
10 relabeled with my husband's address which then  
11 resulted in Abundio Perez's mail being sent to  
12 my house. The Home Depot account which was  
13 later relabeled with my husband's name and  
14 address, still has his Social Security number,  
15 but has Abundio Perez's telephone number.

16 Q. So, when you learned all this after  
17 August 5, 2003, did you call the fraud  
18 resolutions services then?

19 A. I didn't learn all of that until TU  
20 began -- and some of it I didn't learn until  
21 2005 when we started with subpoenas and  
22 subpoenaed documents. So, I mean, you know, I  
23 didn't know it in 2003, no.

24 Q. Okay. So, in 2005 when you learned  
25 about it, did you call and take advantage of the

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1 paragraphs and it's so long and who reads that  
2 stuff? Do you remember that?

3 A. Yes.

4 Q. Okay. What's your recollection? Did  
5 you read the first sentence? Did you read none  
6 of it? Did you skim it? I think you said you  
7 skimmed it this morning?

8 A. Yep.

9 Q. Okay. Do you recall when you skimmed  
10 the membership agreement in August of 2003, did  
11 it have any reference to the fraud resolution  
12 services?

13 A. Yes.

14 Q. You do recall that?

15 A. I do recall some of it.

16 Q. Okay.

17 A. Yeah.

18 Q. And did it tell you that they'd be  
19 presented by Promise Mark?

20 A. Well, the advertisement on the page  
21 represented that, so I don't know that I  
22 remember that the agreement specifically says  
23 that, but it is part of my recollection.

24 Q. Were you acting as an agent for your  
25 husband when you clicked "I agree" to the credit

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1 Q. Oh, you recall thinking that in August  
2 of 2003?

3 A. I recall thinking that, but not  
4 understanding. Because, you have to remember, I  
5 closed down Citibank accounts for Abundio Perez,  
6 so I didn't know if this was a fraud inquiry or  
7 what it was. And without additional  
8 investigation, I wouldn't know that.

9 Q. Did you ever -- when you were calling  
10 all of the creditors of Mr. Perez in early 2003,  
11 did you ever say that they could check your  
12 credit report as part of their investigation?

13 A. No.

14 Q. Okay.

15 A. And nor do they have the right to do  
16 so, I don't think, as part of a fraud  
17 investigation.

18 Q. They have a right to do so if you tell  
19 them they can. Do you understand that?

20 A. Well, if I told them I could, but that  
21 would have to be in writing.

22 Q. Okay. Let me show you what's been  
23 marked Exhibit 16, which are two pages that were  
24 produced by your lawyers in this case,  
25 Mrs. Millett.

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1       sorry, was that on the record.

2               MR. O'NEIL: She needs to pee,  
3       then we've got to take a break.

4               THE WITNESS: Sorry, I just said  
5       that on the record.

6               MR. O'NEIL: That's okay, let's  
7       take a break.

8               VIDEOGRAPHER: We are now going  
9       off the record at 3:21.

10       (Recess.)

11               VIDEOGRAPHER: The time now is  
12       3:39 p.m. and we are back on the record. You  
13       may continue.

14               Q.     (BY MR. O'NEIL) Thank you.  
15       Mrs. Millett, I'm handing you what's been marked  
16       as Exhibit 17, which is another document that  
17       your lawyers have produced to TrueLink in this  
18       case. Appears to be a -- appears to be an  
19       e-mail dated November 3, 2003 addressed to  
20       Steven, but with your e-mail address, correct?

21               A.     Yes.

22               Q.     Okay.

23               (M. Millett Exhibit 17 was marked  
24       for identification by the reporter.)

25               Q.     (BY MR. O'NEIL) The subject line is

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1 "Important upgrade to your service," and then  
2 the text of the e-mail describes the upgrades.  
3 Do you recall learning shortly after you had  
4 purchased the credit monitoring product on  
5 behalf of your husband that True Credit had  
6 upgraded the service?

7 A. Well, they sent this e-mail saying they  
8 had upgraded the service.

9 Q. Right. Well, do you have any reason to  
10 believe that it was inaccurate to say that you  
11 were now going to be getting identity theft  
12 insurance at no additional cost?

13 A. I'm sorry, I don't understand.

14 Q. Well, I asked you if you recall that  
15 there was an upgrade, and you said, well, they  
16 said there was an upgrade, so I was wondering if  
17 you were suggesting that this was another lie  
18 that they had made to you. I mean, according to  
19 the e-mail, you were being informed that the  
20 credit monitoring service now includes identity  
21 theft insurance, and enhanced fraud resolution.  
22 Do you recall getting this e-mail?

23 A. Yeah, I recall getting the e-mail.

24 Q. And do you recall learning it for the  
25 first time at no additional cost you would now

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1 covered, right?

2 A. Provided the actual identity theft  
3 occurred after the policy was put in place.

4 Q. Okay. Okay. So you do recall that  
5 then?

6 A. Yes.

7 Q. Okay. And then it also describes how  
8 the fraud resolution services have become  
9 improved, or "enhanced" is the word they use.  
10 Do you see that?

11 A. (Indicating.)

12 Q. And do you see that it says on the  
13 right-hand side about fraud resolution, it says,  
14 quote, "Previously provided by Promise Mark,  
15 fraud resolution services are now provided by  
16 TransUnion's Fraud Victims Assistance  
17 Department"? Do you see that?

18 A. Yes. I see that.

19 Q. Okay. Now, does that refresh your  
20 recollection that there was never any lapse in  
21 the fraud resolution services that were offered  
22 as part of credit monitoring?

23 A. Well, the TransUnion Fraud Victims  
24 Assistance Department here doesn't take effect  
25 until November 3rd of 2003 when they sent this

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1 e-mail out. So, the contract was started in  
2 August of 2003, so who was covering it between  
3 August and November?

4 Q. Do you have any reason to believe that  
5 it wasn't TransUnion?

6 A. What do you mean? That it wasn't  
7 Promise Mark or it wasn't --

8 Q. Well, who cares. I mean, frankly, does  
9 it matter who's providing the service?

10 A. Well, if you've contracted for a  
11 service and that person is no longer and has not  
12 been providing that service -- this does not  
13 show that TransUnion was covering it from August  
14 until now. This only says that TransUnion comes  
15 on in November and starts covering it.

16 Q. Do you have any evidence that fraud  
17 resolution services were not available to those  
18 who purchased credit monitoring at any time  
19 since August 6, 2003, other than the pleading  
20 that you saw your lawyers had written?

21 A. I think there's some documents to that  
22 effect, or something along those lines, relating  
23 to when Promise Mark exited or whatever, there  
24 are dates associated with that.

25 Q. Well, as you sit here today now, do you

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1 think those documents indicate that there was a  
2 lapse in the services, the fraud resolutions  
3 services that were being provided by Truelink?

4 A. Well, I mean, the -- in my mind, at  
5 least from my understanding and that's all I can  
6 speak to, I don't -- I don't know who was  
7 providing those service from August of 2003  
8 until November of 2003 when this notice arrived.

9 Q. Do you have any reason to believe it  
10 wasn't Promise Mark?

11 A. Well, I didn't call the fraud services,  
12 so I don't know for sure that it wasn't Promise  
13 Mark. But I do know that the documents that  
14 were produced, at least from my understanding  
15 and my recollection as I sit here, was that  
16 Promise Mark exited, I thought, some time during  
17 the summer, and so then there was no coverage  
18 between the time I enrolled in the product and  
19 the time that TU's fraud resolutions services  
20 took over. But, I mean, that's just my  
21 recollection as I'm sitting here. I don't have  
22 those documents in front of me.

23 Q. Okay.

24 (M. Millett Exhibit 18 was marked  
25 for identification by the reporter.)

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1 A. No. I mean, when I act as his agent if  
2 he had -- if I read a contract or whatever and I  
3 say, you know, we say it's okay or whatever,  
4 then it's okay, and that's okay.

5 Q. So, basically, because you had agreed  
6 to the terms of the contract, that was good  
7 enough for your husband, right?

8 A. Yeah.

9 Q. Okay. And you had agreed to the terms  
10 of the contract, right, when you first signed up  
11 for the service in August of 2003?

12 A. Yeah, that's part -- you enter into a  
13 contract, that's what the issue is I think.

14 Q. Has -- have you suffered any damages as  
15 a result of the breach of contract that you  
16 allege TrueLink committed?

17 A. My husband and I have lost the money  
18 that we paid for the product.

19 Q. Well, you understand technically your  
20 husband paid for the product, right?

21 A. No, technically, I paid for the  
22 product, it's my debit card.

23 Q. Okay. Any other damages that you or  
24 your -- well, let's stick to your husband. Has  
25 your husband suffered any other damages as a

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1 result of the alleged breach of contract by  
2 TrueLink?

3 A. Well, he -- he's statutory damages, he  
4 has -- I think there's injunctive relief that's  
5 being requested, his attorney cost and fees.

6 Q. Well, you know, maybe I shouldn't use  
7 the word "damages," because that can sometimes  
8 have a legal meaning. Let's talk about harm,  
9 kind of a non-legal term.

10 A. Okay.

11 Q. Has your husband suffered any harm as a  
12 result of TrueLink allegedly not delivering what  
13 it promised?

14 A. Yeah.

15 Q. And what harm has he suffered?

16 A. He's suffered the harm of not being  
17 notified that there was a public judgement  
18 issued against his Social Security number  
19 without his knowledge. Additional harm includes  
20 accounts that have been relabeled that he was  
21 never notified about that have his name and  
22 address associated with him.

23 Q. If I can just stop you. And maybe we  
24 should go back to what you said before lunch,  
25 but. Because you listed a number of things

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1 that --

2 A. Right.

3 Q. -- you think TrueLink did or didn't do  
4 that is the subject of your claim.

5 A. Right.

6 Q. So, let's go to that and -- first one  
7 you said is just what you said before that there  
8 was -- you said that TrueLink failed to disclose  
9 that there was a judgement entered in a public  
10 record using Mr. Millatt's Social Security  
11 number?

12 A. Yep.

13 Q. How was he harmed by that though?

14 A. Well, he's harmed by that because the  
15 collectors then started calling the house trying  
16 to collect the judgement.

17 Q. They did?

18 A. Yes. Ford Motor Credit called on at  
19 least two occasions.

20 Q. Okay. Well, that -- the phone calls  
21 weren't a result of TrueLink not notifying you,  
22 the phone calls were the result of Mr. Perez  
23 using your husband's Social Security number,  
24 right?

25 A. Right. But public records are used as

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1 background checks for employment and other  
2 instances. And, I mean, if I can go out there  
3 to log in to LexisNexis and find that public  
4 record for \$2.95 with my husband's Social  
5 Security number attached to it, I don't think  
6 there's any reason why the TrueLink product  
7 shouldn't have been able to notify me about  
8 that.

9 Q. Ma'am, I understand you think they  
10 should have notified you. What I'm asking is,  
11 so what? They didn't notify you, what harm was  
12 attributable not to the identity theft, not to  
13 the filing of the public record judgement. What  
14 I'm asking is, what harm did your husband suffer  
15 because TrueLink didn't tell you about it?

16 A. It took longer to find out about it.

17 Q. Well, when was the public record  
18 judgement filed?

19 A. I'm thinking it was some time in the  
20 April or May time frame or maybe it was sooner  
21 than that, it was March or whatever, that whole  
22 process got started. I'd have to look at the  
23 documents. But I know that it was in the first  
24 part of 2004.

25 Q. Have you ever seen a copy of the

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1 Q. Well, no. I mean, with all due  
2 respect, Mrs. Millett, you're the only person I  
3 ever met who thought that the credit monitoring  
4 product could actually alert you to things  
5 occurring outside of your credit file. Do you  
6 have any reason to believe that the Veteran  
7 Administration believed that when they bought  
8 the product?

9 A. No, I don't have reason to believe  
10 that, I just know they bought the product.

11 Q. Okay.

12 A. Because it was in one of the news  
13 articles I read.

14 Q. Because you've acknowledged that the  
15 product does identify true name fraud, right?

16 A. Well, at least I thought it did at some  
17 point, but I don't believe that anymore.

18 Q. Okay. And when you told "The New York  
19 Times" that you thought it was still a valuable  
20 product, then, what, you were lying then or  
21 you've changed your mind since then?

22 MS. YEAGER: Objection.  
23 Misstates her testimony. Misstates facts not in  
24 evidence. Foundation.

25 A. "The New York Times" article does not

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1 characterize it in that way.

2 Q. (BY MR. O'NEIL) So, whenever the --  
3 you've read "The New York Times" article, right?

4 A. Yes, I participated in it.

5 Q. Okay. And --

6 MS. YEAGER: Do we have a  
7 question?

8 VIDEOGRAPHER: Go ahead.

9 MS. YEAGER: I'm sorry to  
10 interrupt.

11 Q. (BY MR. O'NEIL) Were you misquoted in  
12 that article?

13 A. No, you're misquoting the article.

14 Q. Okay. So, is everything in that  
15 article accurate as far as you're concerned?

16 A. Fairly accurate, yeah.

17 Q. Fairly accurate?

18 A. Uh-huh.

19 Q. Okay.

20 A. I mean, because the article isn't  
21 100 percent about me, so I don't know. I can't  
22 attest to the accuracy of the rest of it.

23 Q. I understand. Obviously. You're  
24 quoted as saying, quote, "I still have credit  
25 monitoring because of the simple fact that it is

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1 the best tool available at this time."

2 A. And what's the rest of sentence?

3 Q. "It is not ideal, it is broken and it  
4 is not as advertised." Is that an accurate  
5 statement?

6 A. That's the statement, yes.

7 Q. Okay. So, it's still valuable enough  
8 for you to continue using it and continue buying  
9 it; isn't that correct?

10 A. Well, I'm not buying it anymore, am I?

11 Q. Well, you did for years and years and  
12 years after you claimed that it didn't work?

13 A. And I don't deny that.

14 Q. Okay. And the only reason why you're  
15 not buying it today is because your credit card  
16 changed and you didn't give the company a new  
17 credit card?

18 MS. YEAGER: Objection.

19 Misstates --

20 Q. (BY MR. O'NEIL) Isn't that right?

21 MS. YEAGER: -- the testimony.

22 A. No. I just -- I elected not to go in  
23 there and put in a new credit card when it  
24 arrived. So, to that extent that's why it's no  
25 longer going on.

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1 MR. O'NEIL: Interrogatory No. 7.

2 MS. YEAGER: Thank you. Sorry to  
3 interrupt.

4 MR. O'NEIL: That's okay.

5 Q. (BY MR. O'NEIL) So, the interrogatory  
6 response says you lost a lot of money because we  
7 could not get credit, we had to pay extra money  
8 for insurance?

9 A. Uh-huh. Right.

10 Q. But you're not seeking those damages in  
11 this case, are you?

12 A. We're seeking the damages for breach of  
13 contract that we're supposed to be getting.

14 Q. Okay. Well, maybe I should just ask  
15 you. This interrogatory suggests that you are  
16 -- that you have suffered these economic losses  
17 as a result of TrueLink's conduct. Is that  
18 accurate?

19 A. Well, to the extent that I -- my  
20 thought process still thinks that TransUnion and  
21 TrueLink are the same company, yes, those are  
22 economic losses that have been suffered. Now,  
23 whether or not they're recoverable in this  
24 particular case because of the claims that have  
25 been brought is a different matter. But it's

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1 been answered here.

2 Q. Are there -- are you seeking recovery  
3 of those in this case?

4 A. No. I don't believe so.

5 Q. Oh, okay.

6 A. I believe the Fair Credit Reporting Act  
7 portion of this case was dismissed, so.

8 Q. Why was it dismissed?

9 A. I don't know. I think it was just  
10 dropped.

11 Q. You don't know why?

12 A. I think that would be a matter between  
13 myself and my attorneys as to why.

14 Q. No. I'm not asking you to disclose  
15 conversations you've had with your lawyers. I'm  
16 asking you do you know why you decided to  
17 dismiss the --

18 A. Yes, I do.

19 Q. Okay. Why is that?

20 A. That's a discussion I had with my  
21 lawyers.

22 Q. Well, I don't want you to tell me about  
23 your discussion with your lawyers. If you only  
24 know why you dismissed it because your lawyers  
25 told you, then don't say.

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

STEVEN G. MILLETT,

MELODY J. MILLETT,

On Behalf of themselves

And all others similarly situated,

Plaintiffs,

vs.

No. 05-599-SLR

TRUBLINK, INC.,

A Trans Union Company,

Defendant.

VOLUME II

CONTINUED DEPOSITION OF MELODY J.  
MILLETT, a Plaintiff, taken on behalf of the  
Defendant before Nissa M. Sharp, CSR, CCR #528,  
pursuant to Notice on the 13th of July, 2007, at  
the offices of CLOON LAW FIRM, One Hallbrook  
Place, 11150 Overbrook Road, Suite 350, Leawood,  
Kansas.

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Also present was Lisa Hargis of MCR VIDEO.

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MELODY J. MILLETT

## Continued Examination

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1 number."

2 Q. Okay. So, of the three forms of  
3 identity theft that the Identity Theft Resource  
4 Center has identified, you believe that  
5 Mr. Millett suffered the first form?

6 A. He would be included in the first form,  
7 yes.

8 Q. Okay. Well, let's read the whole  
9 sentence that you quoted from. It says,  
10 "Financial identity theft involves the  
11 impostor's use of personal identifying  
12 information, primarily the Social Security  
13 number, to establish new credit lines in the  
14 name of the victim." Do you see that?

15 A. Uh-huh. Right.

16 Q. I mean, Mr. Abundio, or whatever his  
17 name is, never established credit lines in the  
18 name Steven Millett, did he?

19 A. No, he did not.

20 Q. Okay. I think we --

21 MR. O'NEIL: How much time do we  
22 have left on the tape?

23 VIDEOGRAPHER: Four.

24 MR. O'NEIL: Four, okay, well,  
25 let's keep going then.

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1           You testified earlier that you recall  
2           in August of 2003 you thought TrueLink was  
3           promising your husband complete identity theft  
4           approximately. Do you recall that testimony?

5           A.    Yes.

6           Q.    Okay. So, in August of 2003, did you  
7           believe that TrueLink could prevent somebody  
8           from using your husband's Social Security number  
9           on an employment application?

10          A.    If true -- if TransUnion was contacted  
11          for the background check, then, yeah, that  
12          should be the case.

13          Q.    Okay. So, you recognize that it  
14          wouldn't provide complete identity theft  
15          protection under all circumstances?

16          A.    Well, only as it would relate to  
17          TransUnion's data.

18          Q.    So, if Mr. Abundio Perez used your  
19          husband's Social Security number on a job  
20          application, but the employer never sought data  
21          from TransUnion, that would still be identity  
22          theft, right?

23          A.    Oh, yes, it would still be identity  
24          theft.

25          Q.    Okay. But you never thought that

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1 TrueLink would prevent that type of identity  
2 theft, right?

3 A. I'm sorry?

4 Q. You never thought that -- and, well,  
5 no, in August of 2003, you didn't think that  
6 that type of identity theft would be prevented  
7 by buying credit monitoring from True Credit,  
8 right?

9 A. Only to the extent that the background  
10 check used for the employment was pulled from  
11 one of your subsidiaries, yeah.

12 Q. Okay. Well, I'll go back to my  
13 original question because that was my  
14 hypothetical.

15 A. Uh-huh.

16 Q. Mr. Perez uses your husband's Social  
17 Security number on an employment application but  
18 the employer never contacts TransUnion. You  
19 never thought that your husband would be  
20 protected by that type of identity theft by  
21 buying credit monitoring, right?

22 A. No, and no reasonable person would.

23 Q. Because you have to read those types of  
24 things reasonably, right?

25 A. Yes.

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1 THE WITNESS: -- Exhibit 33.

2 MR. O'NEIL: Right.

3 Q. (BY MR. O'NEIL) And then the second  
4 page of the long form notice describes the  
5 litigation, Defendant's position, identifies the  
6 class there in the bottom of Page 2, right?

7 A. Yes.

8 Q. And then on Page 3, it identifies the  
9 changes that will be made to the marketing.

10 A. Yes.

11 Q. And do you recall reviewing that?

12 A. Well, as I testified earlier, I used  
13 some of the key words, so, yeah, I recall  
14 reviewing it.

15 Q. Do you think that offering class  
16 members three free months of credit monitoring  
17 is something of value to the class?

18 A. I specifically think that the way that  
19 the product is currently configured, for this  
20 class it might have some value, but these, this,  
21 these class members do not specifically have  
22 issues with identify theft, and identity theft  
23 is not at issue in this suit.

24 Q. Uh-huh.

25 A. People who are trying to improve their

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1 credit score though do need frequent credit  
2 polls or whatever as they clean up inaccuracies  
3 in their reports or whatever else, where they  
4 would want to see whether their adjustment is in  
5 their score. I mean, I do frequent some, you  
6 know, credit reporting forms, so, I mean, I do  
7 see people out there who are trying to remove  
8 bad debts from old bankruptcies that are still  
9 out there after 14 years that should be deleted  
10 and that kind of thing.

11 So, you know, three months of free  
12 credit reports or whatever for them would have  
13 some value to them in a credit repair context.

14 Q. To your knowledge, has any Action been  
15 taken on your behalf with regard to this  
16 settlement?

17 A. No.

18 Q. Okay. Do you know what a Motion For  
19 Intervention is?

20 A. Yes, I know what a Motion For  
21 Intervention is. And I believe there was one  
22 filed in Browns versus Yahoo or something like  
23 that.

24 Q. Browning versus Yahoo.

25 A. Uh-huh.

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1 identity theft is when the thief comes in and  
2 takes over your account and then has it  
3 redirected.

4 Q. Right. But that didn't happen with the  
5 J.C. Penney or Home Depot accounts, right?

6 A. Well, what happened --

7 Q. Can you just answer the question yes or  
8 no, please?

9 A. Because it's not that simple. It's not  
10 a yes or no question.

11 Q. Okay. I understand what you think  
12 happened, but you're not suggesting that  
13 Mr. Perez committed account take-over fraud with  
14 respect to the J.C. Penney or Home Depot trade  
15 lines, are you?

16 A. No. What I'm suggesting --

17 Q. Okay.

18 A. -- that happened in that particular  
19 instance is that the accounts were relabeled by  
20 the furnishers to include the victim's  
21 information. They were fraudulent accounts to  
22 start with, and they were relabeled with the  
23 victim's information. Then they were reported  
24 to the credit bureaus.

25 Q. But that's not account take-over fraud,

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